

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2
	TO LEASE NO. LCO14688

ADDRESS OF PREMISES 134 Union Blvd.
Lakewood, CO 80228-1856

THIS AGREEMENT, made and entered into this date by and between LAKE PLAZA, LLC
whose address is 44 Union Blvd., Suite 121
Lakewood, CO 80228-1808

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to include 3,200 RSF in 44 Union Blvd and adjust Tenant Improvement Allowance in Shell Rent accordingly, and to add a 95.25 RSF telecommunications closet on the 5th Floor in 134 Union Blvd.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 1, 2013, as follows:

Paragraph 1 is hereby deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:
82,166.25 rentable square feet (r.s.f.), yielding approximately 81,003.69 ANSI/BOMA Office Area square feet and related space located on the 1st, 2nd, 3rd, 4th, 5th and 6th Floors at 134 Union Blvd., Lakewood, CO 80228-1856 and on the 1st Floor at 44 Union Blvd, Lakewood, CO 80228-1808, together with 15 reserved, onsite parking spaces and 250 surface, onsite parking spaces onsite, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent as follows:

Year	Effective Dates	Rentable Square Feet	Shell Rent	Operating Rent*	Total Annual Rent	Total Monthly Rent
1-5	1/1/13-12/31/17	82,166.25	\$1,171,859.15	\$328,499.60	\$1,500,358.75	\$125,029.90
6-10	1/1/18-12/31/22	82,166.25	\$1,396,912.96	\$328,499.60	\$1,725,412.56	\$143,784.38

*Operating Rent is subject to annual CPI adjustments

Rent for a lesser period shall be prorated. Rent shall be payable to:

Lake Plaza, LLC
44 Union Blvd, Suite 121
Lakewood, CO 80228-1808"

Paragraph 7 is hereby deleted in its entirety and replaced with the following:

"7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9CO2364 (pages 1-54) (all references to SFO shall also refer to any Special Requirements and Amendments);

1/10/13
[Signature]
[Signature]
1/14/13

- b) GSA Form 3517 (pages 1-2);
- c) GSA Form 3518 (pages 1-7);
- d) Sheet no. 1-2 containing Paragraphs 9-21;
- e) Floor Plans (Exhibit A, pages 1-5);
- f) Consideration for Tenant Improvement Allowance Provided By Lessor (Exhibit B, page 1).
- g) 3rd and 6th Floor Alterations (Exhibit C, pages 1-2)."

Paragraph 10 is hereby deleted in its entirety and replaced with the following:

"10. **Tax Adjustment:** Pursuant to Paragraph 4.2, "Tax Adjustment" for purposes of tax escalation, the Government occupies 82,166.25/187,409 rentable square feet (43.84%). The tax base year is hereby set as 2011, and the tax base is hereby set as \$366,371.64 per annum."

Paragraph 11 is hereby deleted in its entirety and replaced with the following:

"11. **Operating Cost:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$328,499.60 per annum, or approximately \$4.00 per rentable square foot per annum."

Paragraph 14 is hereby deleted in its entirety and replaced with the following:

"14. Due to floorload capacity issues, the Parties could not accommodate a planned consolidation and elimination of the Government's tenancy on the first floor of the building at 44 Union Blvd., Lakewood, Colorado. Accordingly, the Government has a continued need for the 3200 rentable square feet on the first floor of the building at 44 Union Blvd., Lakewood, Colorado. In consideration for this change to the Lease, the Parties agree as follows:

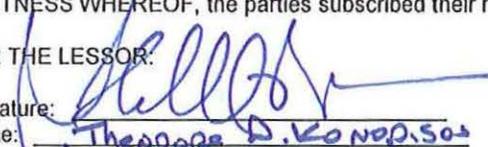
- a) The Government will forego the Tenant Improvement Allowance of \$8.70 per rentable square foot included in the shell rent.
- b) The Lessor shall complete the work identified in Exhibit B, attached hereto (see, Paragraph 7, supra), specifically, that work identified in the section entitled, "Landlord agrees to complete Tenant Improvements as follows," at no additional cost to the Government.
- c) The Lessor shall complete the alterations shown on the marked-up floor plans for the Third and Sixth floors (Exhibit C, attached hereto, and referenced in Paragraph 7, supra.) at no additional cost to the Government.
- d) The 3,200 rentable square feet shall be added to the initial rentable square footage of 78,871 for a new rentable square footage of 82,071 (exclusive of the telecommunications closet located on the Fifth floor of the building at 134 Union Blvd., Lakewood, Colorado). No increase in annual rent shall be due the Lessor for this increased rentable square footage. Specifically, the initial total annual rent and total monthly rent for years 1-5 and 6-10 shall remain unchanged, except for the additional rent due for the 95.25 rentable square feet for the telecommunications closet located on the 5th floor of the building at 134 Union Blvd., Lakewood, Colorado.

The Parties acknowledge that these mutual promises are given and accepted as full consideration for this change."

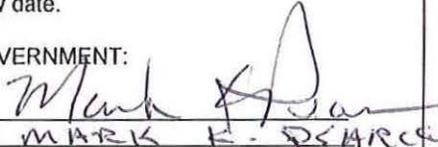
All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
 Name: Theodore D. Konopis
 Title: Asset Manager
 Entity Name: Lake Plaza, LLC
 Date: 1/10/13

FOR THE GOVERNMENT:

Signature: 
 Name: MARK E. PEARCE
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 1/14/13

1/10/13 TDR

WITNESSED FOR THE LESSOR BY:

Signature: Tracy Nelson
Name: Tracy Nelson
Title: Agent for Owner
Date: 1/10/13

1/10/13
TWK

MTB
1/14/13